

RESOLUTION NO. 2015-33

A CAPITAL PROJECT AUTHORIZING RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAIYNE, FLORIDA CONCERNING SURFACE RENOVATION OF AN ATHLETIC FIELD UTILIZED BY THE VILLAGE AT THE ST. AGNES CATHOLIC CHURCH AND SURFACE RENOVATION OF AN ATHLETIC FIELD UTILIZED BY THE VILLAGE AT THE KEY BISCAIYNE K-8 CENTER; WAIVING COMPETITIVE BIDDING FOR THE SURFACE RENOVATIONS PURSUANT TO SECTION 2-85 OF THE VILLAGE CODE; APPROVING A CONTRACT BETWEEN THE VILLAGE AND GREENSOURCE LANDSCAPE & SPORTS TURF, INC. FOR SURFACE RENOVATION OF THE TWO ATHLETIC FIELDS; PROVIDING FOR EFFECTIVE DATE.

WHEREAS, pursuant to a License Agreement, dated June 23, 2004, as amended August 31, 2009 and as amended again September 12, 2014, with the Archdiocese of Miami, the Village is licensed to use the Athletic Field at St. Agnes Catholic Church and is responsible for the maintenance and upkeep of the licensed Athletic Field; and

WHEREAS, pursuant to a Lease Agreement, dated January 1, 1994, as amended August 25, 1999 and as amended again January 1, 2014, with the School Board of Miami-Dade County, the Village has leased the Athletic Field at Key Biscayne K-8 Center, f.k.a. Key Biscayne Elementary School, and is responsible for the maintenance and upkeep of the leased Athletic Field; and

WHEREAS, both the licensed Athletic Field at St. Agnes Catholic Church and the leased Athletic Field at Key Biscayne K-8 Center have been successfully utilized by the Village since the inception of the respective agreements allowing their use by the Village and, notwithstanding annual routine maintenance performed by the Village as required by the agreements, have since become in need of surface renovation due to normal wear and tear; and

WHEREAS because both the school and sports seasons will begin in late Summer, it is necessary to expeditiously proceed with such surface renovation so as not to interfere with either the school or sports seasons; and

WHEREAS, GreenSource Landscape & Sports Turf, Inc. is willing and able to perform the surface renovation work on the licensed Athletic Field at St. Agnes Catholic Church and the leased Athletic Field at Key Biscayne K-8 Center and has proposed reasonable prices for the surface renovations thereon; and

WHEREAS, the Village Council finds that competitive bidding procedures for the surface renovation work may be waived by the Council pursuant to Village Code Section 2-85 upon the Council finding that it is impractical to apply such competitive bidding procedures in light of the need to expeditiously complete the surface renovation of the Athletic Fields prior to the beginning of the 2015 school and sports seasons; and

WHEREAS, the Village Council finds that it is in the best interest of the Village to proceed as indicated in this Resolution.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AS FOLLOWS:

Section 1. **Recitals Adopted.** That each of the recitals stated above is hereby adopted and confirmed.

Section 2. **Work Authorized, Specification of Funds.** That the surface renovation work for the licensed Athletic Field at St. Agnes Catholic Church and the leased Athletic Field at Key Biscayne K-8 Center (the "Renovations") as described herein and in Exhibit "A", attached hereto, are hereby approved and authorized subject to prior written approval by the licensor and lessor, respectively..

Section 3. Competitive Bidding Waived. That pursuant to Village Code Section 2-85, competitive bidding procedures of the Village Code are hereby waived for the above-described construction activities.

Section 4. Agreement Approved. That the Village Manager is hereby authorized to enter into an agreement between the Village and GreenSource Landscape & Sports Turf, Inc. to perform the Renovations that are consistent with the requirements of this Resolution and are as described on Attachment "A" hereto, and such agreement is hereby approved and authorized, subject to approval of the Village Attorney as to legal form and sufficiency, and provided that no Notice to Proceed shall be issued until Village receipt of prior written approval of the appropriate licensor and lessor.

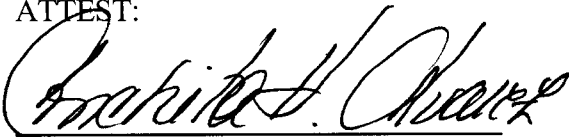
Section 5. Implementation. That the Village Manager is hereby authorized to take any and all action necessary to implement the purposes of this Resolution and the Agreement.

Section 6. Effective Date. That this Resolution shall be effective immediately upon adoption hereof.

PASSED AND ADOPTED this 7th day of July, 2015.


MAYOR MAYRA PEÑA LINDSAY

ATTEST:



CONCHITA H. ALVAREZ, MMC, VILLAGE CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY


VILLAGE ATTORNEY

EXHIBIT "A"
TO RESOLUTION NO. R2015-____

SUMMARY OF ATHLETIC FIELD MAINTENANCE PROGRAM SCOPE AND PRICES
PROPOSED BY GREENSOURCE LANDSCAPE & SPORTS TURF, INC.

Scope of Work and Associated Prices

Item	Proposed Annual Price	Pro-Rated 6-Month Price	Description
1.	\$ 1,358.60	\$ 1,358.60	One-time initial inspection of existing irrigation systems at all fields, including a report of findings and recommendations for repair replacement or improvements. The cost of recommended repairs, replacements or improvements is subject to approval of the Village and is not included in the cost of the inspection. GreenSource Landscape & Sports Turf, Inc. (GreenSource) proposal of June 26, 2015, Estimate EST216880.
2.	\$201,489.98	\$100,744.99	Perform proposed maintenance program for the two athletic fields in the Village Green, the St. Agnes Catholic Church athletic field and the Key Biscayne K-8 Center athletic field; to include mowing and edging, irrigation wet check, Polyon fertilizing, foliar fertilizing, weed management, pull-behind aeration, insect and disease management, deep-tine soil relief, recycle dressing, top dressing and fraze mowing, all in accordance with GreenSource proposal of June 23, 2015, Estimate EST53656.
Totals	\$202,848.58	\$102,103.59	

Total Provisional (6-Month) Contract Price: \$102,103.59

Special Contract Provisions to include:

1. Notice to Proceed (NTP) shall not occur until the expiration of any warranty or short-term maintenance requirements for any field renovation work in progress.
2. Contract term shall be six (6) months from Notice to Proceed, subject to performance review by the Village's landscape architectural consultant at three (3) months after NTP.
3. Contract shall include one six-month extension option at currently proposed prices.



July 1, 2015
File: 215612626

Attention: Todd Hofferberth, Parks & Recreation Director
Village of Key Biscayne
88 West McIntyre Street
Key Biscayne, Florida 33149

Dear Mr. Hofferberth,

**Reference: Maintenance of Village Green/K-8/St. Agnes Fields
Renovation of St. Agnes and K8 Fields
Stantec Project No. 215612626**

As requested by the Village, we requested and reviewed several proposals provided by Green Source, Inc. The proposals include the following 1) 6 months of detailed maintenance of the Village Green Fields, St. Agnes Fields, and K8 Fields, 2) irrigation inspections of Village Green, St. Agnes, and K-8 Fields 3) Renovation and 30 days of maintenance of St. Agnes Field, 4) K-8 Fields Renovation Phase 1 and 5) K-8 Fields Renovation Phase 2.

The proposal costs are in line with pricing received while bidding the Village Green Field Renovations and we find that the scope and fee are typical for what is required to maintain high use fields. Based on Green Source's experience and the Village's time frame we recommend moving forward with these proposals. In regards to the maintenance proposal, we recommend authorizing an initial six (6) month period in order to review the performance and extend the contract time as needed. We propose to provide an update of Green Source's performance after 3 months of maintenance.

To summarize, we recommend that the following work be awarded to Green Source, Inc.:

- 1) Detailed maintenance of the Village Green Fields, St. Agnes, and K-8 Fields (6 months beyond the establishment period) - **\$100,745**
- 2) Irrigation inspection of Village Green, St. Agnes, and K-8 Fields - **\$1,359**
- 3) St. Agnes Field Renovation (includes 30 days maintenance) - **\$45,430**
- 4) K-8 Field Renovation Phase 1 (includes temp trailer area restoration and infield restoration with drainage connections) - **\$67,101**
- 5) K-8 Field Renovation Phase 2 - **\$34,017**

We also recommend budgeting **\$15,000** for Sod and Irrigation repairs for the season.

The award is subject to acceptance by the Village Council, execution of the Contract Agreement, submittal by the Contractor of the required Performance and Payment Bonds, and Certificates of Insurance.



July 1, 2015
Todd Hofferberth, Parks & Recreation Director
Page 2 of 2

**Reference: Maintenance of Village Green/K-8/St. Agnes Fields
Agnes and K8 Fields
Stantec Project No. 215612626**

Renovation of St.

Sincerely,

Stantec Consulting Services Inc.

David Nardone, RLA LEED AP
Principal
david.nardone@stantec.com

CONTRACT FOR CONSTRUCTION

THIS CONTRACT FOR CONSTRUCTION (this "Contract") is made by and between the **VILLAGE OF KEY BISCAYNE, FLORIDA**, a Florida municipal corporation (hereinafter referred to as "Village"), and **GREENSOURCE LANDSCAPE AND SPORTS TURF, INC.**, a Florida corporation, whose mailing address is 4800 S.W. 201st Terrace, Southwest Ranches, FL 33322 (hereinafter referred to as "Contractor").

WITNESSETH

That Contractor and Village, for the considerations hereinafter named, the receipt and sufficiency of which is hereby acknowledged, agree as follows:

ARTICLE 1

SCOPE OF WORK

- 1.1 Contractor hereby agrees to furnish all of the labor, materials, equipment, services and incidentals necessary to perform the totality of the obligations imposed upon the Contractor and all of the work for the **Renovation of the St. Agnes Catholic Church and Key Biscayne K-8 Center Athletic Fields** (the "Work" or "Project") in accordance with and as described in Exhibit "A" attached hereto and the Contractor's Proposal.

ARTICLE 2

GENERAL CONDITIONS

- 2.1 The General Conditions for this Contract shall be those Contract Terms and Conditions set forth in Exhibit "B" attached hereto.

ARTICLE 3

SUPPLEMENTAL CONDITIONS

3.1 CONTRACT TIME

- 3.1.1 Contractor shall be instructed to commence the various stages of the Work by written instructions in the form of a Notice to Proceed issued by the Village Manager and providing a commencement date therein. The first Notice to Proceed will not be issued until Contractor submits to Village all required documents, including permits(s) and insurance certificates, and after execution of this Contract.

- 3.1.2 The Contractor shall prosecute the Work with faithfulness and diligence and the Work shall be substantially completed (sod installed) within thirty (30) calendar days from the Commencement Date specified in the Notice(s) to Proceed ("Substantial Completion"). Achievement of Substantial Completion requires acceptance by the Village that the Work is complete and in accordance with the Contract Documents so that the Village may occupy and use the Project for the purpose and use for which it was intended, and the permitting governmental authorities shall have issued final inspection and approval.
- 3.1.3 Expected stages (sites and phases) for the Work under this contract are:
- Renovation of field at St. Agnes Catholic Church
 - 30-day maintenance of field at St. Agnes Catholic Church – to commence concurrently with approved Final Completion
 - Phase 1 renovation of field at K-8 Center
 - Phase 2 renovation of field at K-8 Center
 - 30-day maintenance of field at K-8 Center -- to commence concurrently with approved Final Completion of field renovation
- 3.1.4 At the time that the Contractor believes and notifies the Village that the Work is Substantially Complete, the Village shall inspect the Work and prepare and deliver to the Contractor a list of all unfinished or defective Work or portions thereof ("Punchlist"). When all items listed on the Punchlist have been corrected or completed to the satisfaction of Village, Village may certify Final Completion. Contractor understands and agrees that Final Completion cannot occur until such time as the Punchlist Work has been completed so that the Project can be occupied and used by Village for its intended purpose without disruption to Village.

ARTICLE 4

CONTRACT PRICE

- 4.1 Village shall pay to Contractor for the satisfactory performance of the Contract, the total amount of **One Hundred Forty Five Thousand One Hundred Twenty Eight and 70/100 Dollars (\$145,128.70)** (the "Contract Price"), consisting of :
- the lump sum payment of Thirty Eight Thousand Eighteen and 32/100 Dollars **(\$38,018.32) for the work at St. Agnes Catholic Church,**

- the lump sum payment of Sixty Seven Thousand One Hundred One and 15/100 Dollars **(\$67,101.15) for the Phase 1 Work at K-8 Center,**
 - the lump sum payment of Twenty Six Thousand Four Hundred Seventy Five and 32/100 Dollars **(\$26,475.32) for the Phase 2 Work at K-8 Center,**
 - the lump sum payment of Seven Thousand Four Hundred Eleven and 94/100 Dollars **(\$7,411.94) for 30-day maintenance of the renovated field at St. Agnes Catholic Church,** and
 - the lump sum payment of Six Thousand One Hundred Twenty One and 97/110 Dollars **(\$6,121.97) for 30-day maintenance of the renovated field at K-8 Center**
- 4.2 The Contract Price shall be full compensation for all services, labor, materials, equipment and costs, including overhead and profit, associated with completion of all the Work in full conformity with the Contract Documents and adjusted only by written change orders signed by both parties and approved as required by local law.
- 4.3 Because the Work at the two sites for this contract is of short duration, there will be no intermediate or progress payments for the Work. The final payment of that portion of the Contract Price associated with a project site or phase shall be paid to Contractor upon Final Completion of the Work at that site or phase in accordance with the Contract Documents and acceptance by the Village and upon certification by the Village's Project Consultant that the Work is complete and in accordance with the Contract Documents ("Certification of Final Completion").
- 4.4 Upon Certification of Final Completion by the Village, the Contract Price shall be due and payable to Contractor within thirty (30) days after the following conditions are satisfied:
- (a) Inspection and submission of evidence of approval of all the Work requiring inspection by the Village at a project site or phase and any governmental body, inspection organization, bureau or association having jurisdiction over the Work, within Contractor's responsibilities under this Contract;
 - (b) Owner's approval of Contractor's Final Application for Payment for each project site or phase;
 - (c) Assignment of all manufacturer warranties or assignment of subcontractor's warranties on material or equipment installed;

- (d) Final disbursements which are related to the performance of the Work by Contractor or its subcontractors, sub-subcontractors, laborers or material suppliers;
- (e) Final waivers of lien from the Contractor and all vendors and subcontractors which have provided labor and/or materials for performance of the Work which shall accompany Contractor's application for final payment;
- (f) Contractor obtaining a certificate of completion or occupancy, as may be required;

It is mutually agreed that no payment made under this Contract shall be evidence of acceptance of defective or improper materials or workmanship.

- 4.5 Any payment by Village, including the final request for payment, does not constitute approval or acceptance by Village of any item of the Work nor shall it be construed as a waiver of any of the Village's rights hereunder or at law or in equity.
- 4.6 This Contract is subject to the condition precedents that: (i) Village funds are available and budgeted for the Contract Price; (ii) the Village secures and obtains any necessary grants or loans for the accomplishment of this Project pursuant to any borrowing legislation adopted by the Village Council relative to the Project; and (iii) Village Council enacts legislation which awards and authorizes the execution of this Contract, if such is required.

ARTICLE 5

CONTRACT DOCUMENTS

- 5.1 The Contract Documents, which comprise the entire agreement between the Village and the Contractor concerning the Work consist of (a) this Contract for Construction (including any change orders and amendments thereto), (b) the Project Manual and all bidding documents or procurement documents for the Project, (c) the Contractor's bid or proposal for the Project, (d) Insurance Certificates, (e) Performance and Payment Bonds, (f) the Notice of Award, and (g) the Notice(s) to Proceed, all of which are deemed incorporated into and made a part of this Contract by this reference and govern this Project. In the event of any conflict among the foregoing, the documents shall govern in the order listed herein. Contractor is reminded and hereby recognizes that all Work under this Contract must comply with all applicable federal, state and local law. Any mandatory clauses which are required by applicable law shall be deemed to be incorporated herein.

- 5.2 This Contract incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of these Contract Documents that are not contained herein. Accordingly it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.
- 5.3 The Contract Documents shall remain the property of the Village. The Contractor shall have the right to keep one record set of the Contract Documents upon completion of the Project; however in no circumstances shall the Contractor use, or permit to be used, any or all of such Contract Documents on other projects without the Village's prior written authorization.

ARTICLE 6

CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

In order to induce the Village to enter into this Contract, the Contractor makes the following representations and warranties:

- 6.1 Contractor represents the following:
- 6.1.1 Contractor has examined and carefully studied the Contract Documents and any other data identified in the bidding documents, including, without limitation, the "technical data" and plans and specifications.
 - 6.1.2 Contractor has visited the Project site(s) and become familiar with and is satisfied as to the general and local conditions and site conditions that may affect cost, progress, performance or furnishing of the Work.
 - 6.1.3 Contractor is familiar with and is satisfied as to all federal, state and local laws, regulations and permits that may affect cost, progress, performance and furnishing of the Work. Contractor agrees that it will at all times comply with all requirements of the foregoing laws, regulations and permits.
 - 6.1.4 Contractor has made, or caused to be made, examinations, investigations, tests and/or studies as necessary to determine surface and subsurface conditions at or on the Project site. Contractor acknowledges that the Village does not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to underground or ground facilities at, contiguous or near the Project site(s) or for existing improvements at or

near the Project site. Contractor has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and underground facilities and improvements) at, contiguous or near to the Project site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Time as specified in Article 2 of this Contract and in accordance with the other terms and conditions of the Contract Documents.

- 6.1.5 Contractor is aware of the general nature of Work to be performed by the Village and others at the Project site(s) that relates to the Work as indicated in the Contract Documents.
- 6.1.6 Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Project site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
- 6.1.7 Contractor has given Village written notice of all conflicts, errors, ambiguities or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Village is acceptable to Contractor, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- 6.1.8 The Contractor agrees and represents that it possesses the requisite skills to perform the Work and that the Work shall be executed in a good and workmanlike manner, free from defects, and that all materials shall be new and approved by or acceptable to Village, except as otherwise expressly provided for in the Contract Documents. The Contractor shall cause all materials and other parts of the Work to be readily available as and when required or needed for or in connection with the construction, furnishing and equipping of the Project.

6.2 Contractor warrants the following:

- 6.2.1 Anti-Kickback: Contractor warrants that no person has been employed or retained to solicit or secure this Contract upon an agreement or

understanding for a commission, percentage, brokerage or contingent fee, and that no employee or officer of the Village has any interest, financially or otherwise, in the Project. For breach or violation of this warranty, the Village shall have the right to annul this Contract without liability or, in its discretion, to deduct from the Contract Price or consideration, the full amount of such commission, percentage, brokerage or contingent fee.

ARTICLE 7

CONTRACTOR'S RESPONSIBILITY FOR DAMAGES, ACCIDENTS AND DEFECTIVE WORK

- 7.1 Contractor shall accept full responsibility for the Work against all loss or damage of any nature sustained until final acceptance by Village, and shall promptly repair any damage done from any cause.
- 7.2 Contractor shall be responsible for all materials, equipment and supplies pertaining to the Project. In the event any such materials, equipment and supplies are lost, stolen, damaged or destroyed prior to final acceptance by Village, Contractor shall replace same without cost to Village.
- 7.3 Unless otherwise provided for in the Contract Documents, all materials and equipment incorporated into any Work covered by this Contract shall be new and of the most suitable grade of their respective kinds for their intended use, and all workmanship shall be in accordance with construction practices acceptable to Village. Contractor warrants to Village all labor, equipment and materials furnished or performed under this Contract against defects in materials and workmanship. Village shall have the authority to reject or disapprove Work which the Village finds to be defective. If required by the Village, Contractor shall promptly either correct all defective Work or remove such defective Work and replace it with non-defective Work. Contractor shall bear all direct, indirect and consequential costs of such removal or corrections, including the cost of testing laboratories and personnel.
- 7.4 Should Contractor fail or refuse to remove or correct any defective Work or to make any necessary repairs in accordance with the requirements of the Contract Documents within the time indicated in writing by Village's Project Consultant, Village shall have the authority to cause the defective Work to be removed or corrected, or make such repairs as may be necessary, at Contractor's expense. Any expense incurred by Village in making such removals, corrections or repairs, shall be paid for out of any monies due or which may become due to Contractor. In the event of failure of Contractor to make all necessary repairs promptly and fully, Village may declare Contractor in default.

- 7.5 The Contractor shall unconditionally warrant and guarantee all labor, materials and equipment furnished and Work performed, regardless of whether the same were performed by the Contractor or by any of its subcontractors, for a period of eight (8) weeks from the date of Substantial Completion, unless longer warranties or guarantees are provided for elsewhere in the Contract Documents, in which case the longer periods of time shall prevail. If, within eight weeks after the date of Substantial Completion, any of the Work is found to be defective or not in accordance with the Contract Documents, Contractor, after receipt of written notice from Village, shall promptly correct such defective or nonconforming Work within the time specified by Village without cost to Village. Nothing contained herein shall be construed to establish a period of limitation with respect to any other obligation which Contractor might have under the Contract Documents including but not limited to any claim regarding latent defects. Contractor shall provide and assign to Village all material and equipment warranties upon completion of the Work hereunder.
- 7.6 Failure to reject any defective Work or material shall not in any way prevent later rejection when such defect is discovered.

ARTICLE 8

EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS.

- 8.1 Village or any of its duly authorized representatives shall, until three (3) years after final payment under this Contract, have access to and the right to examine any of the Contractor's books, ledgers, documents, papers, or other records involving transactions related to this Contract for the purpose of making audit, examination, excerpts, and transcriptions.
- 8.2 The Contractor agrees to include in any subcontractor contracts for this Project corresponding provisions for the benefit of Village providing for retention and audit of records.
- 8.3 The right to access and examination of records stated herein and in any subcontracts shall survive termination or expiration of this Contract and continue until disposition of any mediation, claims, litigation or appeals related to this Project.

SECTION 9

AUTHORIZED REPRESENTATIVE AND NOTICES.

- 9.1 Before commencing the Work, Contractor shall designate a competent, authorized representative ("Authorized Representative") acceptable to Village to represent and act for Contractor and shall inform Village, in writing, of the name and address of such representative together with a clear definition of the

scope of his authority to represent and act for Contractor. Contractor shall keep Village informed of any subsequent changes in the foregoing. Such representative shall be present or duly represented at the Project site at all times when Work is actually in progress. All notices, determinations, instructions and other communications given to the authorized representatives of Contractor shall be binding upon the Contractor.

- 9.2 The Authorized Representative, project managers, superintendents and supervisors for the Project are all subject to prior and continuous approval of Village. If, at any time during the term of this Contract, any of the personnel either functionally or nominally performing any of the positions named above, are, for any reasonable cause whatsoever, unacceptable to Village, Contractor shall replace the unacceptable personnel with personnel acceptable to Village.
- 9.3 Any notices required by this Contract shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses:

For the Village: John C. Gilbert
Village Manager
88 W. McIntyre Street
Key Biscayne, Florida 33149

With a copy to: Stephen Helfman, Esq.
Village Attorney
Weiss Serota Helfman
Cole & Bierman, P.L.
2525 Ponce de Leon Blvd.
Coral Gables, Florida 33134

For The Contractor: Nicholas Pappas
GreenSource Landscape & Sports Turf, Inc.
4800 S.W. 201st Terrace
Southwest Ranches, FL 33322

ARTICLE 10

MISCELLANEOUS

- 10.1 **Taxes.** Contractor shall pay all taxes, levies, duties and assessments of every nature which may be applicable to any Work under this Contract. The Contract Price and any agreed variations thereof shall include all taxes imposed by law at the time of this Contract. Contractor shall make any and all payroll deductions

required by law. Contractor herein indemnifies and holds Owner harmless from any liability on account of any and all such taxes, levies, duties and assessments.

- 10.2 **Utilities.** Contractor shall, at its expense, arrange for, develop and maintain all utilities at the Project to perform the Work and meet the requirements of this Contract. Such utilities shall be furnished by Contractor at no additional cost to Village. Prior to final acceptance of the Work, Contractor shall, at its expense, satisfactorily remove and dispose of all temporary utilities developed to meet the requirements of this Contract.
- 10.3 **Cleaning Up.** Contractor shall, at all times, at its expense, keep its Work areas in a neat, clean and safe condition. Upon completion of any portion of the Work, Contractor shall promptly remove all of its equipment, construction materials, temporary structures and surplus materials not to be used at or near the same location during later stages of Work. Upon completion of the Work and before final payment is made, Contractor shall, at its expense, satisfactorily dispose of all rubbish, unused materials and other equipment and materials belonging to it or used in the performance of the Work and Contractor shall leave the Project in a neat, clean and safe condition. In the event of Contractor's failure to comply with the foregoing, the same may be accomplished by Village at Contractor's expense.
- 10.4 **Rights and Remedies.** The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder and in accordance with this Contract shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.
- 10.5 **Capitalized Terms.** Capitalized terms shall have their plain meaning as indicated herein.
- 10.6 **Certification of Payment to Subcontractors.** The term "subcontractor", as used herein, includes persons or firms furnishing labor, materials or equipment incorporated into or to be incorporated into the Work or Project. The Contractor is required to pay all subcontractors for satisfactory performance of their subcontracts as a condition precedent to payment to Contractor by the Village. The Contractor shall also return all retention withheld to the subcontractors within 30 days after the subcontractor's work is satisfactorily complete and accepted by the Village.
- 10.7 **Waiver of Jury Trial.** Village and Contractor knowingly, irrevocably, voluntarily and intentionally waive any right either may have to a trial by jury in State and or Federal court proceedings in respect to any action, proceeding, lawsuit or counterclaim based upon the Contract for Construction, arising out of, under, or in connection with the Construction of the Work, or any course of conduct, course of dealing, statements or actions or inactions of any party.

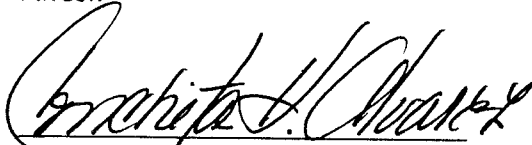
Renovation of St. Agnes and K-8 Athletic Fields
Village of Key Biscayne

SIGNATURES FOLLOW ON THE NEXT PAGE

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract on the respective dates under each signature: **VILLAGE OF KEY BISCAYNE, FLORIDA**, signing by and through its Village Manager authorized to execute same by Council action on the 5 day of August, 2015 and **GREENSOURCE LANDSCAPE & SPORTS TURF, INC.**, signing by and through Nicholas Pappas duly authorized to execute same.

VILLAGE:

Attest:

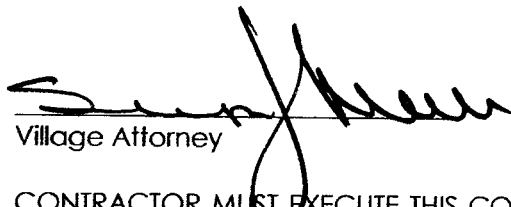

Village Clerk

Village of Key Biscayne, Florida, a Florida
municipal corporation

By:


John C. Gilbert, Village Manager

Approved as to Form
and Legal Sufficiency:


Village Attorney

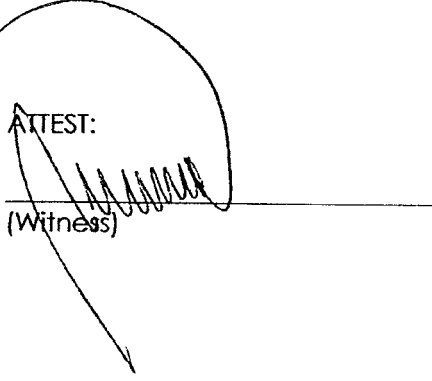


CONTRACTOR MUST EXECUTE THIS CONTRACT AS INDICATED BELOW. USE CORPORATION
FORMAT, AS APPLICABLE.

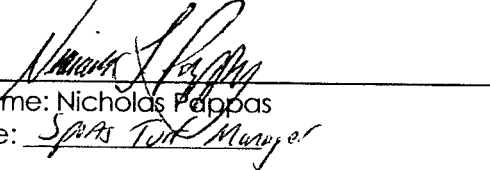
CONTRACTOR:

GreenSource Landscape & Sports Turf, Inc.

ATTEST:


(Witness)

By:


Name: Nicholas Pappas

Title: Sports Turf Manager

[Corporate Seal]]

EXHIBIT "B"
To Construction Contract for Renovations of Athletic Fields
At St. Agnes Catholic Church and K-8 Center

CONTRACT GENERAL CONDITIONS

Notwithstanding any other terms and conditions herein, the following general terms and conditions shall be part of the referenced contract.

5.1. ASSIGNMENT OF THE CONTRACT

The Village's rights under the Contract are personal to the Contractor. It is mutually understood and agreed that the Contractor shall not assign, convey, sublet, transfer or otherwise dispose of its Contract or its right, title or interest therein, or its power to execute the Contract, to any other Person without the express written consent of the Village; however, in no case shall such consent relieve the Contractor from its obligations under the Contract, or change the terms and conditions of the Contract.

5.2. CHANGES IN SERVICES

The Village, without invalidating the Contract, may order changes in the Services within the general scope of the Contract, consisting of additions, deletions, or other revisions, and the Contract sum and term shall be adjusted accordingly. Any cost or credit to the Village from a change in Services shall be determined by mutual written agreement between the Village and the Contractor. The Contractor shall perform all the Services that may be required to complete the Contract at the price agreed upon. Any alterations of variables to the terms of the Contract shall not be valid or binding upon the Village unless made in writing and signed by the Village and the Contractor.

5.3. CONTRACT DISPUTES

All disputes arising under the Contract, except under the provisions for termination, which are not disposed of by agreement between the Village and the Contractor, must be decided under procedures listed below. Pending final resolution of a dispute, the Contractor must proceed diligently with Contract performance. A claim must be in writing for a sum certain and any money requested must be fully supported by all cost and pricing information.

A. All disputes, claims, questions of fact or interpretations of the documents of the Contract not disposed of by agreement or express provision of the Contract arising between the Village and the Contractor after performance of the Contract has commenced but before final payment and termination of the Contract, are decided by the Village Manager or designee.

B. The Village Manager must give the Contractor not less than three (3) working days to submit documentation and written reasons supporting the Contractor's position in the dispute. The Village Manager may consider any other information or written submissions from Village employees or agents and may conduct an informal, non-record hearing for receipt of testimony,

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evidence, and argument. The Village Attorney may participate in the hearings to protect the Village's interest.

C. The Village Manager must render a decision, in writing, stating reasons for such decision and provide copies to the Contractor and the Village Attorney. If the decision is mailed to the Contractor, it must be mailed "certified" and dated the date of mailing; otherwise, it must be dated the date of delivery to the Contractor.

5.4. DISSEMINATION OF DATA

The Contractor shall not release any information related to the Services under the Contract or publish any reports or documents related to the Services without the prior written approval of the Village. The Contractor shall include a similar provision in all subcontracts.

5.5. INDEMNIFICATION

The Contractor shall indemnify and hold harmless the Village and its officers, employees, and agents to the fullest extent authorized by Section 725.06(2), Florida Statutes, which statutory provisions are deemed to be incorporated herein by reference as if fully set forth herein.

5.6. GOVERNING LAW

The Contract shall be construed in accordance with the laws and regulations of the State of Florida and the Village. For purposes of litigation involving the Contract, exclusive venue and jurisdiction shall be in the Circuit Court of Florida for Miami-Dade County, District Court of Florida for Miami-Dade County or the United States District Court of Florida, Southern District.

5.7. IMMIGRATION REFORM AND CONTROL ACT

The Contractor shall warrant that it does not and shall not hire, recruit or refer for a fee, for employment under the Contract, an alien, knowing the alien is an unauthorized alien, and hire any individual without complying with the requirements of the Immigration Reform and Control Act of 1986 ("Act"), including but not limited to any verification and record keeping requirements (E-Verify). The Contractor shall further assure the Village that, in accordance with the Act, it does not and will not discriminate against an individual with respect to hiring, or recruitment or referral for a fee, of the individual for employment or the discharging of the individual from employment because of such individual's national origin or in the case of a citizen or intending citizen, because of such individual's citizenship status.

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5.8. **INCONSISTENT PROVISIONS**

- A. Notwithstanding any provisions to the contrary in the terms and conditions of any contract supplied by the Contractor, the conditions of this Solicitation and the Contract supersede those terms and conditions in the event of inconsistency.
- B. In the event of inconsistency between any of the provisions of this Solicitation and any of the provisions of the Contract, the provisions of the Contract shall take precedence over and supersede those provisions of this Solicitation.

5.9. **INDEMNIFICATION**

The Contractor shall indemnify and hold harmless the Village, its officials, employees and agents from the following:

- A. Any and all direct or indirect damages, costs, claims, actions, suits, judgments or liens resulting in whole or in part from the negligent act or commission or omission of the Contractor, its employees, agents or subcontractors; and
- B. Any and all direct or indirect costs, claims, actions, suits, judgments or liens for damages resulting from the Contract arising from the negligence or omission of the Contractor, its employees, agents or subcontractors. The Contractor shall, upon completion of the Services, provide the Village with a Release of Liens or Claims on Bond from any subcontractor, supplier, material, or other supplier of goods and services to the project.

5.10. **INDEPENDENT CONTRACTOR STATUS/PERSONNEL**

The Contractor: (i) shall perform the Contract as an independent contractor and shall not be considered an agent or employee of the Village nor shall any of the employees or agents of the Contractor be considered subagents or employees of the Village; and (ii) shall utilize personnel listed in their Bid Proposal. Substitution of key personnel shall only be permitted with the prior written permission of the Village.

5.11. **INSPECTION, ACCEPTANCE AND TITLE**

Inspection and acceptance shall be at destination unless otherwise provided in writing by the Village. Risk of loss or damage to all items shall be the responsibility of the Contractor until acceptance of the items by the Village, unless the loss or damage results from negligence by the Village. If the materials or Services supplied to the Village are found to be defective or to not conform to specifications, the Village reserves the right to cancel the order upon written notice to the Contractor and return such materials at the sole expense of the Contractor.

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5.12. **COMPLIANCE WITH LAWS AND REGULATIONS**

The Contractor shall comply with any and all applicable federal, state and local laws, codes and regulations with respect to the Services under the Contract.

5.13. **NON-DISCRIMINATION REQUIREMENTS**

A. During the term of the Contract, the Contractor shall:

I. Not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, sex, sexual orientation, national origin, affection preference, disability, age, marital status or status with regard to public assistance or as a disabled veteran or veteran of the Vietnam era.

II. Take affirmative action to ensure that applicants and employees are treated without regard to their race, color, creed, religion, ancestry, sex, sexual orientation, national origin, affection preference, disability, age, marital status or status with regard to public assistance or as a disabled veteran or veteran of the Vietnam era. Such action shall include but not be limited to the following: employment, upgrade, demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

III. State in all solicitations for employees that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, ancestry, sex, sexual orientation, national origin, affection preference, disability, age, marital status or status with regard to public assistance or as a disabled veteran or veteran of the Vietnam era. The Contractor agrees to use clauses similar to those above in all contracts and subcontracts. In the event the Contractor fails to comply with the nondiscrimination clauses of the Contract, or fails to include such provisions in all contracts and subcontracts, as hereinabove provided, the Contract may at the sole discretion of the Village be declared void *ab initio*, canceled, terminated or suspended in whole or in part with waiver of any recourse by the Contractor against the Village or its officials or employees, and the Contractor may be declared ineligible for further contracts with the Village.

B. Any employee, applicant for employment, or prospective employee with information concerning any breach of these requirements may communicate such information to the Village Manager who shall commence a prompt investigation of the alleged violation. Pursuant to such investigation, the Contractor shall permit access to their books, records and accounts. In the event the Village Manager concludes, on the basis of such investigation, that the Contractor has failed to comply with these nondiscrimination clauses, the Village Manager may invoke the remedies hereinabove set out.

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5.14. PATENTS

Whenever any article, material, appliance, process composition, means or things called for by the specifications ("Materials") under this Solicitation is covered by Letters of Patent, the Contractor must secure, before using or employing such Materials, the assent in writing of the owner or licensee of such Letters of Patent and file the same with the Village.

The Contractor shall defend, at its own expense, and pay the cost and damages awarded in any action brought against the Village based on an allegation that the Materials provided by the Contractor infringe on any patent, copyright, license or trade secret. In the event that an injunction shall be obtained against the Village's use of the Materials by reason of infringement of any patent, copyright, license or trade secret, the Contractor shall, at its own expense, procure for the Village the right to continue using the Materials or replace or modify the same so that it becomes non-infringing.

5.15. PAYMENT TERMS, TAXES AND INVOICES

The Village shall only pay original proper invoices issued in accordance with the following:

A. Payment Terms

The Village's standard terms of payment are payment of all undisputed amounts within thirty (30) days after receipt of a proper invoice in accordance with the Florida Prompt Payment Law.

B. Taxes

The Village is exempt from sales and use taxes. The Contractor shall exclude such taxes from all forms of requests for payments issued to the Village; the Village shall not be liable for or pay or reimburse the Contractor for any such taxes. A copy of the City's Sales and Use Tax Exemption Certificate shall be provided on request.

C. Invoices

Original invoices shall include at a minimum, the Contractor's name, address, telephone and fax numbers, and if applicable, email address and corresponding purchase order number. Invoices shall be submitted to:

Todd Hofferberth,
Director, Parks and Recreation
88 West McIntyre Boulevard
Key Biscayne, Florida 33149

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5.16. RECORDS

A. The Contractor shall retain any and all records and documents relating to the Services under the Contract for a minimum of five (5) years following payment of the Contractor's final proper undisputed invoice for the delivered Services.

B. The Contractor shall make available to the Village, State of Florida and any and all appropriate Federal agencies, all records and documents with respect to any and all matters under the Contract at any time during normal business hours, as often as the Village deems necessary, to audit, examine, and make copies, excerpts and/or transcripts of any and all relevant data.

C. The Contractor shall include similar provisions in all subcontracts.

5.17. TERMINATION

A. Termination for Cause

If through any cause, the Contractor fails to fulfill in a timely and proper manner its obligations under the Contract, or if the Contractor violates any of the provisions of the Contract, the Village may, upon written notice to the Contractor, declare the Contractor in default and terminate the right of the Contractor to proceed under the Contract or with such part or parts of the Contract to which there has been default, and may hold the Contractor liable for any damages caused the Village by reason of such default and termination. In the event of such termination, any completed Services performed by the Contractor under the Contract shall, at the option of the Village, become its property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the Village. The Contractor, however, shall not thereby be relieved of liability to the Village for damages sustained by the Village by reason of any breach of the Contract by the Contractor, and the Village may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due the Village from the Contractor is determined. The Contractor shall not be responsible for damages under this article solely for reasons of delay if the delay is due to causes beyond its control and without its fault or negligence, but this shall not prevent the Village from terminating the Contract for such delay.

B. Termination for Convenience

The Village may, upon written notice and without cause, terminate the Contract in whole or in part at any time for its convenience. In such instance, payment shall be made to the Contractor for the reasonable costs of the work performed through the date of termination. Termination costs do not include lost profits, consequential

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damages, delay damages, unabsorbed or under-absorbed overhead of the Contractor or its subcontractors or suppliers. Failure of the Contractor to include a termination for convenience clause into its subcontracts and material purchase orders shall not result in any liability to the Village for lost profits in conjunction with a termination for convenience.

The Contractor expressly waives any damages, delay damages, or indirect costs which may arise from the Village's election to terminate the Contract in whole or in part for its convenience.

C. Termination for Non-Appropriation of Funds

The Village shall not be obligated to the Contract for any future fiscal year until funds are appropriated for each such future fiscal year. In the event funding appropriation is not approved, the Village may, upon written notice, terminate the Contract in whole or in part and without penalty or expense to the Village. The effect of such action shall terminate the Contract on the last day of the fiscal year for which appropriations were made.

5.18. **PERFORMANCE AND PAYMENT BONDS**

Not required

5.19. **INSURANCE**

A. Contractor shall secure and maintain throughout the duration of this Agreement insurance of such types and in such amounts not less than those specified below as satisfactory to Village, naming the Village as an Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the Village, its officials, employees, agents and volunteers naming the Village as additional insured. Any insurance maintained by the Village shall be in excess of the Contractor's insurance and shall not contribute to the Contractor's insurance. The insurance coverages shall include at a minimum the amounts set forth in this Section 9 and may be increased by the Village as it deems necessary or prudent.

I. Commercial General Liability coverage with limits of liability of not less than a \$1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit

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shall be in the amount of \$2,000,000 each.

- II. Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$1,000,000.00 each accident. No employee, subcontractor or agent of the Contractor shall be allowed to provide Services pursuant to this Agreement who is not covered by Worker's Compensation insurance.
- III. Business Automobile Liability with minimum limits of \$1,000,000 per occurrence combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Service Office, and must include Owned, Hired, and Non-Owned Vehicles.
- IV. Professional Liability Insurance in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence, single limit, if applicable.

B. Certificate of Insurance.

Certificates of Insurance shall be provided to the Village, reflecting the Village as an Additional Insured (except with respect to Professional Liability Insurance), no later than ten (10) days after award of this Agreement and prior to the execution of this Agreement by Village and prior to commencing any Services. Each certificate shall include no less than (30) thirty-day advance written notice to Village prior to cancellation, termination, or material alteration of said policies or insurance. The Contractor shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of this Agreement, including any extensions or renewals that may be granted by the Village. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Agreement and shall state that such insurance is as required by this Agreement. The Village reserves the right to inspect and return a certified copy of such policies, upon written request by the Village. If a policy is due to expire prior to the completion of the Services, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the Village before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the Village.

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C. **Additional Insured.**

Except with respect to Professional Liability Insurance, the Village is to be specifically included as an Additional Insured for the liability of the Village resulting from Services performed by or on behalf of the Contractor in performance of this Agreement. The Contractor's insurance, including that applicable to the Village as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the Village shall be in excess of and shall not contribute to the Contractor's insurance. The Contractor's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.

D. **Deductibles.**

All deductibles or self-insured retentions must be declared to and be reasonably approved by the Village. The Contractor shall be responsible for the payment of any deductible or self-insured retention in the event of any claim.

E. The provisions of this section shall survive termination of the Contract.

5.20. **CONTRACT INFORMATION AND PAYMENTS**

Not used

5.21. **RESPONSIBILITIES OF THE CONTRACTOR**

Notwithstanding any of the responsibilities of the Contractor in other Contract documents, the Contractor:

- A. Shall be responsible for the Services under the Contract until said Services are complete and accepted by the Village.
- B. Shall assign a competent supervisor: who shall remain on site at all times while providing the Services under the Contract; and who shall be responsible for:
 - I. Coordinating, directing and supervising all work and workers employed on the site;
 - II. Verifying any and all measurements at the site;
 - III. Ensuring all work under the Contract progresses without delay;

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IV. Receiving, inspecting, accepting, and protecting any and all equipment and/or material delivered to or stored at the site; and

V. Inspecting and protecting any and all completed work at the Site.

Any and all instructions and/or orders given by the Village to any and all supervisors assigned to the site by the Contractor shall have the same force and effect as if given directly to the Contractor by the Village.

5.22 Not used

5.23. Not used

5.24. **WORK HOURS**

The Services provided under the Contract shall be performed Monday through Friday between the hours of 7:00 AM and 7:00 PM (or Dusk, whichever comes first). If necessary, Services may be performed on Saturday and Sunday between the hours of 9:00 AM and 5:00 PM with prior approval of the Village's Project Manager.

5.25. **FORCE MAJEURE AND OTHER DELAYS**

If the performance of the Contract is delayed at any time by any act or neglect of the Village, or by a separate contractor employed by the Village, or by any changes in the supplies, materials, equipment and Services, or by strikes, fires, unusual delay in transportation, unavoidable casualties or causes beyond the Contractor's control, or by delay authorized by the Village, the Village shall decide the extent of such delay or the justification of any other delay, and then extend the Completion Date for such reasonable time as the Village may decide, provided that the Contractor notifies the Village promptly of such a delay. Time extensions may only be granted by a Change Order and shall be the sole and exclusive remedy for excusable delays.

5.26. **INSPECTIONS, LICENSES AND PERMITS**

A. The Contractor shall obtain and maintain, at its sole expense, any and all inspections, licenses, and/or permits necessary to complete the Services under the Contract; however, fees for permits both required and issued by the Village shall be waived.

B. The Contractor shall be responsible for scheduling any and all required inspections necessary to complete the Services under the Contract.

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5.27. EQUIPMENT, LABOR, MATERIALS AND SUPPLIES

Following the effective date of a Notice to Proceed, the Contractor shall order and/or obtain any and all equipment, labor, materials and supplies necessary to secure the availability of the same to complete the Services under the Contract by the Completion Date.

5.28. SAMPLE MATERIALS

The Contractor shall, when requested by the Village, provide the Village with samples of any and all material to be used under the Contract. The Services under the Contract shall be in accordance with approved samples.

5.29. RELEASE OF LIENS OR CLAIMS ON BOND

Upon completion of the Services, the Contractor shall provide the Village with a Release of Liens or Claims on Bond from any subcontractor, supplier, material men, or other supplier of materials and/or services with respect to the Services under the Contract.

5.30. EXISTING SITE AMENITIES

The Village shall be responsible for causing the removal of any and all existing site amenities (e.g. benches, bicycle racks, etc.) from the site, which may affect the Contractor's performance under the Contract, prior to the commencement of the Services.

5.31. TOILET FACILITIES

The Contractor shall be responsible providing such toilet facilities as may be required for the use of the workers while providing the Services under the Contract.

5.32. UNDERGROUND UTILITIES

The Contractor shall be responsible for locating and protecting any and all underground utilities. In addition, the Contractor shall be responsible for and shall indemnify and hold harmless the Village from any and all damages that the Contractor, its employees, subcontractors, and agents cause to such underground utilities and shall cause such damage to be promptly repaid and service restored.

5.33. SITE SAFETY AND USE OF PREMISES

While performing the Services under the Contract, the Contractor shall:

- A. At all times enforce suitable rules and provide any and all guards, fences and/or protective devices required for the safe completion the Services.
- B. Confine operations at the site to the areas permitted under the Contract. Any and all portions of the site, beyond the areas on which work is indicated, shall not to be disturbed.

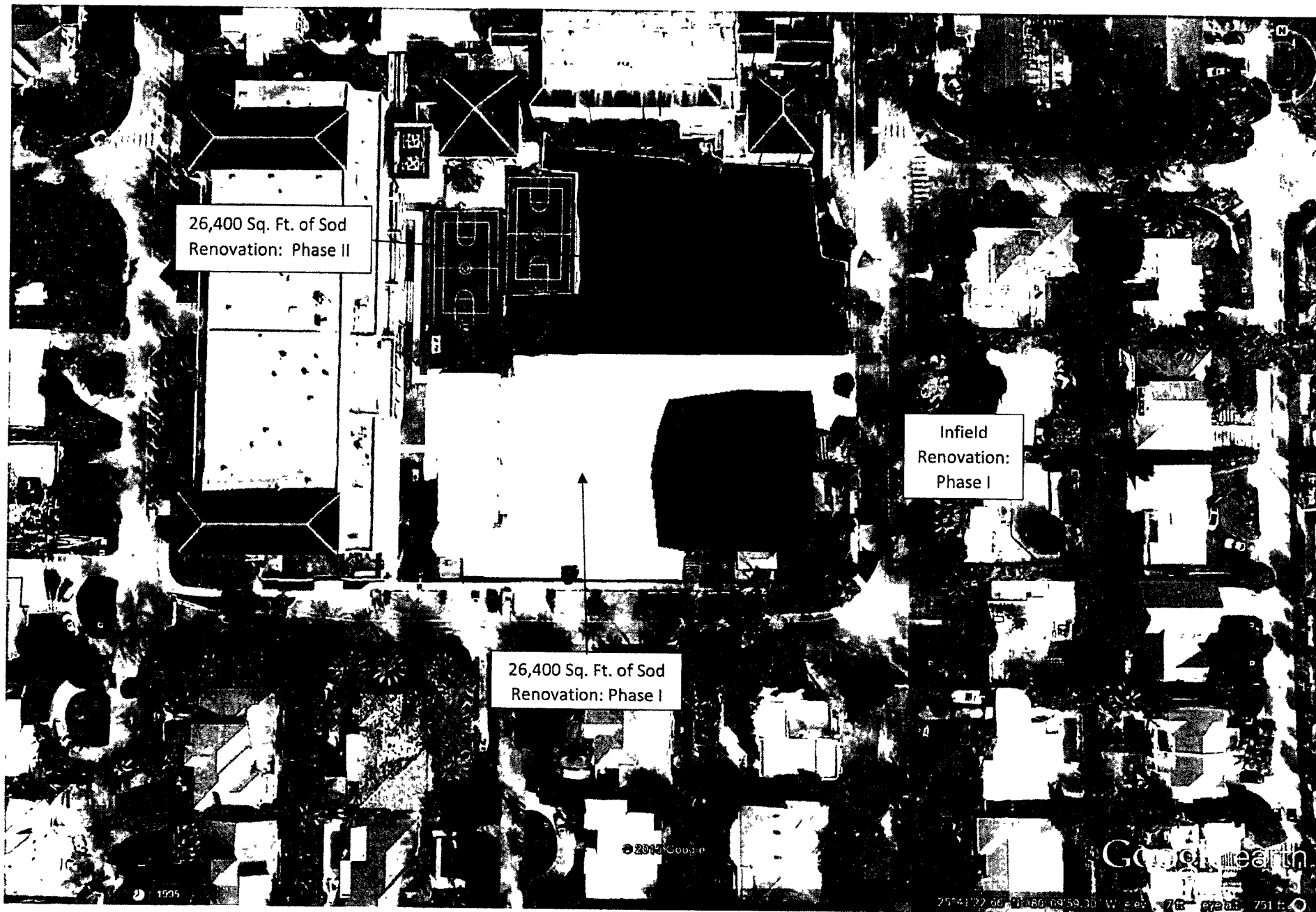
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- C. Conform to any and all site rules and regulations affecting the work while engaged in construction.
- D. Keep existing egresses outside the construction zones clear and available to the public during normal facility operation hours. These areas shall not be used for parking or the storage of materials; parking areas and areas for the storage of materials shall be limited to those areas within the construction zone.
- E. Not unreasonably encumber the site with materials or equipment. Confine any and all storage of materials, and locations of storage sheds, to the areas within the construction zone. If any additional storage is necessary, obtain and pay for such storage off site.

5.34. WARRANTY

The Contractor shall warrant any and all work under the Contract against any and all defects in workmanship and/or material for a minimum period of one (1) year, which shall commence on the date of Final Payment (referred to herein as "Warranty Period"). During the Warranty Period, the Contractor shall:

- A. Make any and all adjustments, repairs and/or replacements which become necessary due to: initial settlement and/or shrinkage; and defects in materials, workmanship, and/or installation.
- B. Provide any and all labor and materials necessary to restore any and all adjacent areas to the work their original condition.
- C. Provide the date of any and all manufacturer's warranty for the products.



26,400 Sq. Ft. of Sod
Renovation: Phase II

Infield
Renovation:
Phase I

26,400 Sq. Ft. of Sod
Renovation: Phase I

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25°41'22.60" N 80°09'59.10" W, 75° 751 ft